

\$6,750.00 with interest thereon of \$436.23 from December 5, 1978 through September 14, 1979, making the total indebtedness due as of September 14, 1979 of \$7,196.23 all of which will more fully appear by reference to the Statement of Mortgage Claim heretofore filed. That, additionally, by the terms of said mortgage, interest is to accrue to the date of sale at a rate of \$1.59 per diem.

4. That there is contained in said Second Purchase Money Mortgage a provision that if default be made by the said MIDDLE-TOWN VALLEY HOMES, INC., in the payment of any installment or principal balance thereof, then the same shall mature and become payable and it shall be lawful for GEORGE W. COOLEY or his Assignee to sell the said real estate to satisfy and pay said debt, interest, and all costs incident to said sale, and default having been made in the payment of the principal and interest of said debt, your Petitioner, GORDON M. COOLEY, as Assignee, became duly authorized to execute the power of sale contained in said mortgage.

5. That having advertised said real property at least once a week for three successive weeks to the date of sale in the Frederick Post, a newspaper published in Frederick County, Maryland, setting forth the time, place, manner, and terms of sale as will appear by the Certification of Publication which is attached hereto and incorporated herein by reference as Exhibit 1, and after filing a duly approved bond, your Petitioner proceeded to sell said real estate at the subject properties on October 9, 1979 at 10:00 a.m. and your Petitioner attending sale then and there sold the said real estate unto DANIEL L. WARD, as agent for PIPE CONST. CO., INC., he being then and there the highest and best bidder at and for the sum of \$8,706.66 which said purchaser has complied with the terms of sale, signed the acknowledgment of purchaser and affidavit which is attached hereto and incorporated herein by reference as Exhibit 2.

6. That prior to the date of sale there was filed herein